

HELM

FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

RECORDATION NO. 1 5787 FILE 1238

415/398-4510

RECORDATION NO. 1 5787 FILE 1238

AUG 24 1988-2 45 PM

AUG 24 1988-2 50 PM

INTERSTATE COMMERCE COMMISSION

August 23, 1988

Ms. Mildred Lee
Recordation Unit
Interstate Commerce Commission
1201 Constitution Avenue, N.W.
Washington, DC 20423

No. 8-237A043

Date AUG 24 1988

Fee \$ 52.00

Dear Ms. Lee:

ICC Washington, D. C.

Enclosed is one (1) original Memorandum of Master Car Lease and one (1) original Memorandum of Non-Recourse Note and Security Agreement, between the following parties:

Lessor:	Helm Financial Corporation One Embarcadero Center San Francisco, CA 94111
Lessee:	CSX Transportation, Inc. 100 North Charles Street Baltimore, MD 21201
Lender:	First National Bank of Louisville P.O. Box 36040 Louisville, KY 40232

AUG 24 2 45 PM '88
MOTOR OPERATING UNIT

The equipment involved in this agreement is as follows:

Equipment: One Hundred Twenty (120), Rapid Discharge,
Open Top Hoppers
CSXT 351056-351175

The filing fee is enclosed. Thank you for your assistance.

Sincerely,

Elena F. Gary
Elena F. Gary
Operations Assistant

EFG:hpp
Enclosure

CC ambulance Donna Lilly

Interstate Commerce Commission
Washington, D.C. 20423

8/24/88

OFFICE OF THE SECRETARY

Elena F. Gary
Operations Assistant
Helm Financial Corp.
One Embarcadero Center
San Francisco, Calif. 94111

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/24/88 at 2:50pm, and assigned recordation number(s). 15711-A, 15541-B & 15787 & 15787-A

Sincerely yours,

Narta L. McGee
Secretary

Enclosure(s)

1 5787

REGISTRATION NO. _____ FROM 500

MEMORANDUM OF
MASTER CAR LEASE

AUG 24 1988-2 12 PM
INTERSTATE COMMERCE COMMISSION

THIS MEMORANDUM OF Master Car Lease is intended to evidence the Master Car Lease dated as of January 15, 1988 (the "Lease") between Helm Financial Corporation, a California corporation (the "Lessor"), and CSX Transportation, Inc., a Delaware corporation (the "Lessee"), for the purpose of satisfying the requirements of recordation with the Interstate Commerce Commission under Section 49 of U.S.C. 11303. The Lessor is the owner of the Rapid Discharge Open Top Hoppers more fully described in Annex A hereto (the "Cars"). The Lessee leased from the Lessor the Cars at the rentals and upon the terms and conditions provided in the Lease, attached hereto as Annex B.

IN WITNESS WHEREOF, the Lessor and the Lessee, each pursuant to authority, have executed this Memorandum of Lease as of this 31st day of March, 1988.

LESSOR

HELM FINANCIAL CORPORATION

Attest:

John F. Harris

By:

David R. Ellis

Title: Vice President - Finance

Title: EXECUTIVE VICE PRESIDENT

LESSEE

CSX TRANSPORTATION, INC.

Attest

Lynne B. Keagy

By:

Emmitt J. Porey

Title: Assistant Secretary

Title: Vice President Car Management
CSX Equipment

STATE OF MARYLAND)
) SS.
CITY OF BALTIMORE)

On this 18th day of August, 1988, before me personally appeared EMMITT J. POSEY, Vice President - Car Management - CSX Equipment, to me personally known, who being by me duly sworn says that such person is authorized by CSX Transportation, Inc., to sign the foregoing Lease Exhibit on its behalf, that the foregoing Memorandum of Master Car Lease was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My commission expires: 7/1/90

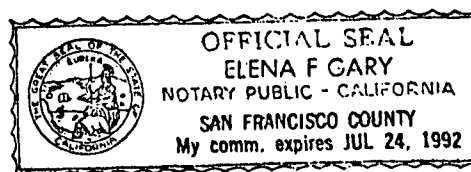
ANNEX A
to
Memorandum of
Master Car Lease
Dated as of March 28, 1988

<u>Equipment Description</u>	<u>Quantity</u>	<u>Lessee's Numbers</u>
Rapid Discharge Open Top Hoppers - AAR Mechanical Designation HKS - Car Type Code K-440	120	CSXT 351056-351175

STATE OF CALIFORNIA)
) §
COUNTY OF SAN FRANCISCO)

On this 22nd day of August, 1988, before me personally appeared David R. Eckles, to me personally known, who being by me duly sworn says that such person is Executive Vice President, of Helm Financial Corporation that the foregoing Memorandum of Master Car Lease was duly signed on behalf of said corporation by an authorized official of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Elena F. Gary
Notary Public



(Notary Seal)

ANNEX B
MASTER CAR LEASE

THIS MASTER CAR LEASE ("Lease") dated as of January 15, 1988, is by and between Helm Financial Corporation ("Lessor") and CSX Transportation, Inc. ("Lessee").

1. Capitalization and Incorporation of Exhibits. Capitalized words are used herein for the convenience of the parties. The specific definitions or uses of such words are contained in the main body of the Lease and in each Exhibit.

Lessor and Lessee agree that all Lease terms and conditions outlined in the Exhibit(s) take precedent over any such reference in the body of this Master Car Lease.

2. Cars. Lessor agrees to furnish, and Lessee agrees to accept, the various cars ("Cars") described in the appropriate current and future Exhibit(s), as incorporated herein, pursuant to the provisions of this Lease.

3. Transfer and Use. Lessor agrees to deliver the Cars to Lessee and Lessee agrees to return the Cars to Lessor, at the Transfer Points designated in the appropriate Exhibit(s), as amended from time to time, unless agreed otherwise. Lessor is solely responsible for all charges, including but not limited to linehaul, switching and storage charges, of connecting railroads that might accrue as a result of the movement of Cars to or from the Transfer Point. Lessee will make no charge against Lessor for transporting the Cars to or from the Transfer Points. Lessee agrees to use the Cars exclusively in its own service or in normal interchange service with other railroads, and shall have full authority to direct the movement of the Cars to any location in the continental United States and Canada.

4. Rental. Lessee agrees to pay the Rental for each of the Cars from the date of delivery until the date of return tender at the Transfer Points, as set forth in the appropriate Exhibits. Such Rental shall be paid to Lessor in advance, on the first day of each semi-annual period in which rental accrued, prorating, however, any partial periods. Rental on Cars permanently deleted by Lessor will cease on the date of deletion.

In the event the Lessee shall be in default in the payment of any sum of money to be paid under this Lease, whether Rental or otherwise, the Lessee shall pay the Lessor, as additional rental, to the extent permitted by applicable law, interest on such unpaid sum from its due date to date of payment by the Lessee at a rate equal to per annum.

This Lease is a net lease and Lessee acknowledges and agrees that Lessee's obligations hereunder, including without limitation, its obligations to pay rent hereunder, shall be absolute and unconditional under any and all circumstances and shall be paid without notice or demand and without abatement, reduction, diminution, set-off, defense, counterclaim or recoupment whatsoever, including, but not limited to, any abatement, reduction, diminution, set-off, defense counterclaim or recoupment whatsoever due or alleged to be due to, or by reason of, any past, present or future claims of the Lessee against the Lessor under this Lease, against any vendor or manufacturer of the Cars or otherwise; nor, except as otherwise expressly provided herein, shall this Lease terminate, or the obligations of the Lessee be otherwise affected, by reason of any defect in condition, design, operation, fitness for use or damage to or loss of possession or loss of use of or destruction of all or any of the Cars from whatsoever cause, the prohibition or interruption of or other restriction against Lessee's use, operation or possession of all or any of the Cars for any reason whatsoever, the interference with such use, operation or possession by any private person or entity, or by reason of failure by Lessor to perform any of its obligations herein contained, if any, other than Lessor's warranty of quiet enjoyment, the invalidity or unenforceability or lack of due authorization of this Lease, or for any other cause whether similar or dissimilar to the foregoing, and present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rents and other payments payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease. To the extent permitted by applicable law, the Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender the lease of any Cars except in accordance with the express terms hereof.

Lessor represents and warrants that Lessee shall have the right to quiet enjoyment of the Cars. It is understood and agreed that Lessee's obligation to pay rent is unconditional so long as Lessee's use and possession of the Cars is not disturbed by Lessor or its successors or assigns (other than pursuant to the exercise of Lessor's rights under Section 13 hereof). Notwithstanding anything to the contrary herein set forth, Lessor and Lessee agree that if Lessee fails to pay rent for any reason other than the disturbance by Lessor of Lessee's right to quiet enjoyment set forth in this Exhibit 1, Lessor may exercise any of its remedies under Section 13 hereof. Each Rental or other payment made by the

Lessee hereunder shall be final and the Lessee shall not seek to recover all or any part of such payment from the Lessor for any reason whatsoever except as otherwise provided in Section 9. The rentals and other sums payable by the Lessee hereunder shall be paid without notice, demand, counterclaim, or defense by reason of any circumstance or occurrence whatsoever.

Notwithstanding the provisions of the immediately preceding paragraph, nothing herein shall eliminate Lessor's responsibility hereunder, if any, to the Lessee for monetary damages in the event that it shall fail to perform any of its obligations under this Lease, subject, however, to all prior rights and remedies of the Lender and its assigns under the Lease and the Security Documents.

5. Incorporation of Documents. Except as otherwise expressly provided herein, the parties agree to incorporate and be governed by the provisions of the Field Manual of the AAR Interchange Rules, AAR Circular No. OT-5 and 49 CFR Parts 215, 231 and 232, all as amended, supplemented or superseded throughout the term of this Lease.

6. Inspection. Each of the Cars will be inspected by the parties on or before both the Delivery and Return dates. The inspections will be conducted at the Transfer Points or other mutually agreeable locations. The condition of each Car will be noted on a Joint Inspection Certificate (JIC), a blank copy of which is attached. All cars must be tendered to Lessee in the following condition: (1) empty, (2) in good operating condition, (3) free of defects, (4) acceptable to Lessee and its shippers as being capable of immediate loading and transportation of the Specified Commodities (5) suitable for interchange in accordance with the Interchange Rules of the Association of American Railroads (AAR Rules). If a Car(s) meets such condition standards and a JIC is executed the Car(s) shall be deemed acceptable. If a Car is in need of repair prior to acceptance for delivery or return, a separate inspection will be held after repairs have been made. Should either party waive inspection, the records of the other party will control regarding the condition of the Car on that date.

7. Records. If the cars do not bear the reporting marks of Lessee or any of its rail affiliates, Lessee agrees to furnish Lessor with service month reports showing the mileage accrued by the Cars while on the lines of Lessee or any of its rail affiliates. Such reports are subject to correction and shall be sent within sixty days after the end of the service month.

8. Car Hire Charges/Mileage Allowance Payments. If Cars bear reporting marks of a railroad other than those of Lessee or any of its rail affiliates, Lessor shall collect the car hire

charges (time and mileage) earned by the Cars, subject to all applicable tariffs or circulars. Lessor shall pay such charges, including any excess of the charges over the Rental payments, as computed separately for each Exhibit, to Lessee on a monthly basis within 60 days after the end of each calendar month. Car hire charges for all Cars covered by this Lease shall be carried in a consolidated account. No car hire charges will apply when the Cars are on the lines of Lessee or any of its rail affiliates.

If Cars bearing private reporting marks are used, mileage allowance payments due from other railroads will be paid to Lessee on the same basis applicable for car hire charges, as described in the preceeding subparagraph.

If Cars bear the reporting marks of Lessee or any of its rail affiliates, Lessee shall retain all car hire charges earned by such Cars.

9. Destruction of Car. If a Car is damaged or destroyed beyond economic repair, the Car will be removed from Lessee's service. No replacement Car will be furnished unless agreed to by both parties. Lessee will provide written notice to Lessor regarding such removal. Rental will continue until the next Rental payment date following notification. A settlement value payment, pursuant to AAR Interchange Rule 107, or as otherwise agreed, will also be made as of that date.

10. Commodity Damage. Lessor shall not be liable for any loss of or damage to commodities shipped in the Cars, unless such damage is due to the negligence of Lessor, its agents or employees.

If there are any costs or claims against Lessor, then Lessee shall indemnify and hold Lessor harmless for any costs or fees of any kind which Lessor may incur as the result of any loss or damage to commodities in the Cars.

11. Lettering. No change in the reporting marks or numbers of the Cars will be made without the prior written consent of Lessor, unless the reporting marks of Lessee or any of its rail affiliates are authorized pursuant to the appropriate Exhibit. In that event, Lessee, at its sole option and expense, may place the reporting marks of itself or of any of its rail affiliates upon any of the designated Cars. Lessee shall not be required to change or bear the expense of any subsequent change in reporting marks, unless such change is made at the instigation of the Lessee during the appropriate Exhibit term.

12. Sublease. Lessee may sublease any of the Cars to any third party of its choosing provided the prior written consent of Lessor has been obtained. Such consent shall not be unreasonably withheld. Notwithstanding any such sublease, Lessee shall continue to remain liable to Lessor under all conditions and terms of this Lease. Except for the right of use provided herein, no right, title or interest in any of the Cars shall vest in Lessee by reason of this Lease.

13. Default. Any of the following occurrences shall be considered as an "Event of Default" under this Lease:

(a) default in the payment of a complete Rental amount provided in the appropriate Exhibit(s), and such default shall continue for seven (7) days after receipt of written notice by Lessee regarding such payment;

(b) default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Lessee contained herein and such default shall continue for thirty days after receipt of written notice from the Lessor to the Lessee specifying the default and demanding the same to be remedied;

(c) any proceedings shall be commenced by or against the Lessee for any relief under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extension (other than a law which does not permit any readjustment of the obligations of the Lessee hereunder), and all the obligations of the Lessee under this Lease shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed for the Lessee or for the property of the Lessee in connection with any such proceedings in such manner that the status of such shall be the same as expense of receivers, within thirty days after such appointment, if any, or sixty days after such proceedings shall have been commenced, whichever shall be earlier;

then, in any such case, the Lessor, at its option may:

(i) proceed by appropriate court action or actions either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; or

(ii) by notice in writing to the Lessee, terminate the Exhibit against which the Event of Default has occurred, whereupon all rights of the Lessee to the use of the Cars subject to the appropriate Exhibit will cease and Lessee shall proceed to gather the Cars at a mutually agreeable point for inspection and transfer of possession to Lessor. At its option, Lessor may direct that the Cars be placed in storage on Lessee's lines at a mutually agreeable point for a period of up to four (4) months at the risk of Lessee. Upon the reasonable direction of Lessor, Lessee agrees that it will transport the Cars at no additional charge, to an interchange track with a connecting railroad. Lessor shall, nevertheless, have the right of recovery of: (a) all Rentals due under the appropriate Exhibit as of the date of termination of such Exhibit, as well as a sum representing the excess of the then present value of all Rentals for such Cars from the date of termination until the end of the Exhibit Term over the then present value of the then fair rental value of such Cars for the same period, discounting such Rentals that are reasonably obtainable until the date of termination, such present value in each case to be computed on a basis of a 10% per annum discount, compounded semi-annually from the dates when Rentals were due had the Exhibit not been terminated and (b) all expenses, including attorney fees, resale or releasing fees and incidental transportation costs, which Lessor reasonably incurred as a result of the Event of Default.

The aforementioned remedies available to Lessor in the Event of a Default are exclusive and non-cumulative; i.e., Lessor must select only one remedy that it desires to pursue and shall not pursue any other remedy in law or equity regarding that particular Event of Default. The failure to pursue a remedy, however, does not preclude Lessor from pursuing such a remedy should another Event of Default occur.

14. Storage. At the end of the appropriate Exhibit Term, Lessee will tender all Cars remaining in active service to Lessor pursuant to the Return Condition paragraph in the appropriate Exhibit. If Lessor does not wish to accept the Cars on the date of return tender, Lessee shall inspect the Cars at that time and execute a JIC for each Car and place the Car in storage. Lessee's JIC shall be deemed conclusive regarding the condition of each Car at time of return tender, and rental payments will cease as of

that date. Lessor shall have _____ after the date of return tender within which to provide forwarding instructions. _____ storage period will commence as to all Cars on the date of return tender of the last car. Until such return, all Cars which remain in active service beyond the end of the appropriate Exhibit Term shall continue to accrue rent. After expiration of the _____ period, Lessor shall pay a charge of _____ per car per day until such instructions are received by Lessee. Lessee shall not be responsible for loss, damage, maintenance or repair to the Cars after the date of return with the exception of any loss, damage or destruction caused by gross negligence or willfull misconduct of Lessee.

15. Taxes.

16. Title, Possession and Assignment. Lessor is aware of and acknowledges the importance of Lessee's right of sole possession and warrants that Lessee shall have quiet enjoyment of the Cars for the entirety of the appropriate Exhibit Term, so long as an Event of Default by Lessee has not occurred. Lessor represents: (A) that it is either the sole owner of the Cars or is the sole authorized leasing agent of the sole owner, (B) that it is entitled to receive all car hire charges and/or mileage allowance payments that accrue for non-Lessee Cars when such Cars are off the lines of Lessee and any of its rail affiliates, and, (C) except as provided in this paragraph, no other party has any rights that might affect Lessee's sole possession and peaceful enjoyment of the Cars. If any of the Cars are now or become subject to a mortgage, deed of trust, equipment trust, pledge or assignment or similar security arrangement, hereinafter jointly referred to as the "Instrument", Lessor will so advise Lessee. Lessor agrees to give Lessee notice if the holder of the Instrument asserts that Lessor is in default of the Instrument or in any manner attempts to acquire title to or possession of the Cars. Any assignment of this Lease by either party, with the exception of the assignment of rentals for financing purposes by the Lessor, requires the written consent of the other party, which will not be unreasonably withheld. Any assignment shall require that written notice be provided to lender. Lessee agrees to

execute all documents reasonably required by lender for the purpose of perfecting their interest in the Cars, including the filing of a memorandum of this lease with the Interstate Commerce Commission.

17. Car Modification. Should any Cars require modification pursuant to a regulation of the U.S. Department of Transportation or other agency having jurisdiction over the operation or use of the Cars, Lessor may elect to do either of the following: (A) permanently delete the affected Cars from this Lease upon 90 days notice or (B) arrange to make the appropriate modifications at its expense. If the modifications are made at Lessor's expense, the Exhibit Term for the Cars will be extended, without additional rental, by the number of days that the Cars are out of Lessee's service. If Lessor elects option (A), Lessee has forty-five (45) days from receipt of Lessor's notice within which to notify Lessor that Lessee will perform the appropriate modifications at its expense. If the modifications are made by Lessee at its expense, the Exhibit Term for the Cars will be extended, without additional Rental, by the number of days, rounded to the nearest whole, obtained by dividing the Lessee's total charges for performing the modification by the proportional daily rate for the Cars. Should either Lessor or Lessee perform the required modifications, Lessee agrees to continue to make all required rental payments during the initial Exhibit Term, i.e. the term that would apply in the absence of any required modifications, with all free Rental attributable to modifications to be received at the end of the initial Exhibit Term.

19. Notices. Unless otherwise provided, any notice sent pursuant to this Lease must be in writing and addressed as follows:

To Lessor: Helm Financial Corporation
One Embarcadero Center
Suite 3320
San Francisco, CA 94111
Attn: President

To Lessee: CSX Equipment, a unit of CSX
Transportation, Inc.
Treasury Department - S/C B7J
100 North Charles Street
Baltimore, MD 21201

To Lender: See appropriate Exhibit

20. Non-Waiver. The failure of either party to enforce any provision of this Lease or to prosecute any default shall not be considered as a waiver of that provision or as a bar to the prosecution of that default unless so indicated in writing.

21. Confidentiality. Neither party may disclose the provisions of this Lease to a third party, excluding any parent, affiliate, subsidiary company, or potential buyers of the Cars, without the written consent of the other party, unless otherwise required by law or as provided in any sublease or assignment. The existence of this Lease may be disclosed without such consent.

22. Inspection of Records. Each party agrees to allow the other party, or its authorized representative, to inspect, during normal business hours, any or all of its records regarding its rights and its obligations contained in this Lease. Such records include but are not limited to papers, microfiche, tapes and similar items concerning car hire, mileage allowances, repair/maintenance/destruction of Cars, rentals, taxes, instruments, and other topics concerning the various rights and obligations of the parties.

23. Titles. All titles to paragraphs are for the information and convenience of the parties and are not substantive.

24. Entire Understanding. This Lease constitutes the entire understanding of the parties, and shall be binding upon them, their respective successors, assigns and legal

representatives. It shall remain in full force and effect until all cars have been tendered for return to Lessor. Any modification to this Lease must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease in five counterparts (each of which shall be deemed an original) the day and year first above written.

Attest:

[Signature]
Title SECRETARY

HELM FINANCIAL CORPORATION
(Lessor)

By:

[Signature]
Title: Executive Vice President

Attest:

P. J. [Signature]
Title Assistant Secretary

CSX TRANSPORTATION, INC.
(Lessee)

By:

[Signature]
Title: President & CEO
CSX Equipment

EXHIBIT I
TO MASTER CAR LEASE _____

Lessor: Helm Financial Corporation
One Embarcadero Center
Suite 3320
San Francisco, CA 94111

Lessee: CSX Transportation, Inc.
100 North Charles Street
Baltimore, MD 21201

Lender: First National Bank of Louisville
P.O. Box 36040
Louisville, KY 40232
Attn: Mr. J.E. Vittitow
Senior Vice President

Car Type: Rapid Discharge Open Top Hoppers - AAR Mechanical
Designation HKS - Car Type Code K-440

Car Numbers: CSXT 351056-351175 Total: 120
Stenciling is to be done by or for Lessor's
account, pursuant to Lessee's specifications.

Specified Commodities: Coal, Coke, Iron Ore and Stones

Term: 5 years, beginning April 1, 1988 and ending March 31, 1993, provided all cars have been delivered and accepted, otherwise the Term shall begin on the first day of the month following delivery of the last Car. All cars must be tendered to Lessee within 30 days after the beginning date and tendered to Lessor within 30 days after the ending date. The Lessee will continue to pay rent for each Car until it is tendered for return. With the concurrence of the Lessor, and upon 90 days written notice, Lessee may extend the Term for an additional period of two years beginning April 1, 1993 and ending March 31, 1995 subject to all provisions of the Lease.

Rental:

Transfer Points: Delivery: Lessee interchange at Windsor,
Ontario
Return: Lessee interchange at Windsor,
Ontario

Purchase Option (per car): N/A

Repair: Lessee is responsible for all running repairs and repairs required for the transportation of Specified Commodities, at its sole expense.

Return Condition: Lessee agrees to return all remaining Cars to Lessor at the end of this Exhibit Term in empty condition, free of the need for running repairs, suitable for use in the transportation of Specified Commodities, and subject to: (1) reasonable wear and tear from ordinary use (including use of heaters or shakers) and (2) the passage of time.

Removal of Car: Notwithstanding any other provision of this Lease, Lessee also has the right, at its sole option and upon written notice to Lessor, to remove any Car from active service under this Lease. Lessee may then either: (A) pay the settlement value of the Car, as provided in AAR Interchange Rule 107, on the next rental payment date, or (B) continue to pay Rental but not be required to repair or use the Car. Lessee may switch from option (B) to option (A) at anytime and upon written notice to Lessor. If the Lessee exercises option (B), Lessee agrees to return the Cars at the expiration of the Exhibit Term, or any agreed renewal term in the Return Condition or Lessee may exercise option (A).

Setoff: Lessee agrees that, so long as it has quiet and peaceful enjoyment and possession of the Cars, Lessee's obligation to pay the appropriate Rental is unconditional, without the necessity of notice or demand and without the right of setoff. Should such right of possession and enjoyment be disturbed, terminated or interfered with by Lessor, Lender, or their assignees or successors in interest, Lessee may consider such action(s) to be an Event of Default, terminate this Lease suspend further Rental payments, or otherwise proceed to protect its interest.

Lessor's Initials:



Lessee's Initials:

